

STANDARD CONTRACT

1. **Parties.** This is a contract between the State of Vermont, Buildings and General Services (hereinafter called “State”), and rk Miles, with a principal place of business in Manchester Center, Vermont (hereinafter called “Contractor”). Contractor’s form of business organization is a corporation. It is Contractor’s responsibility to contact the Vermont Department of Taxes to determine if, by law, Contractor is required to have a Vermont Department of Taxes Business Account Number.

2. **Subject Matter.** The subject matter of this contract is commodities generally on the subject of CPS – Lumber and Building Materials. Detailed requirements to be provided by Contractor are described in Attachment A.

3. **Maximum Amount.** In consideration of the commodities to be provided by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$500,000.00.

4. **Contract Term.** The period of contractor’s performance shall begin on March 3, 2025 and end on March 2, 2027.

5. **Prior Approvals.** This Contract shall not be binding unless and until all requisite prior approvals have been obtained in accordance with current State law, bulletins, and interpretations.

6. **Amendment.** No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.

7. **Termination/Cancellation/Rejection.** The State specifically reserves the right upon written notice to immediately terminate the contract or any portion thereof at no additional cost to the State, providing, in the opinion of its Commissioner of Buildings and General Services, the products supplied by Contractor are not satisfactory or are not consistent with the terms of this Contract. The State also specifically reserves the right upon written notice, and at no additional cost to the State, to immediately terminate the contract for convenience and/or to immediately reject or cancel any order for convenience at any time prior to shipping notification.

8. **Attachments.** This contract consists of 11 pages including the following attachments which are incorporated herein:

Attachment A - Statement of Work

Attachment B - Payment Provisions

Attachment C – “Standard State Provisions for Contracts and Grants” a preprinted form (revision date 10/01/2024)

9. **Order of Precedence.** Any ambiguity, conflict or inconsistency between the documents comprising this contract shall be resolved according to the following order of precedence:

(1) Standard Contract

- (2) Attachment C (Standard Contract Provisions for Contracts and Grants)
- (3) Attachment A
- (4) Attachment B

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the State of Vermont:

By the Contractor:

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: **Wanda Minoli** _____

Name: _____

Title: Commissioner – Buildings & General Services

Title: _____

ATTACHMENT A – STATEMENT OF WORK

The Contractor shall provide:

1. Contract shall provide Lumber and Building Materials to meet the following specifications:

All dimensional lumber in all species
FSC Certified
Non-FSC Certified
All pressure treated lumber
FSC Certified
Non-FSC Certified
All laminated plywood construction products in all species including pressure treated.
FSC Certified
Non-FSC Certified
Engineered lumber, linear (LVL, I-Joist, etc.)
FSC Certified
Non-FSC Certified
Engineered Lumber sheet goods (OSB, etc.)
FSC Certified
Non-FSC Certified
Hardwood, solid, by the board foot
Maple
FSC Certified
Non-FSC Certified
Birch
FSC Certified
Non-FSC Certified
Cherry
FSC Certified
Non-FSC Certified
Red Oak
FSC Certified
Non-FSC Certified
Sheet Goods and Laminates
All grades and species of Veneer Plywood
FSC Certified
Non-FSC Certified
MDF
FSC Certified
Non-FSC Certified
Melamine Particle Board
FSC Certified

Non-FSC Certified
Particle Board
FSC Certified
Non-FSC Certified
Plywood, MDF core
FSC Certified
Non-FSC Certified
Plywood, veneer core
FSC Certified
Non-FSC Certified
Color Core Sheets
FSC Certified
Non-FSC Certified
Edge Banding Materials
FSC Certified
Non-FSC Certified
Fasteners – To include all sizes of nails, screws, bolts, etc.
Adhesive bonding products
Masonry Products
Bagged Masonry Products
Bagged concrete
Bagged grout
Bagged mortar
Bricks, blocks, Other Prefabricated Masonry Products
Bagged Mortar
Roofing Materials
Shingles
Roofing metals
Adhesive flashing
Metal flashing
Roofing related fasteners.
Roofing Underlayment's
Insulation Products
Fiberglass insulation
High R foam insulation
Interior wall and floor products
Laminate Flooring Products
Paints, Exterior/Interior
Wood Flooring Products
Sealing products
Windows and Doors
Windows
Interior/Exterior Doors

Door Hardware
Hardware
Plumbing Supplies
Electrical Supplies
Lawn and Garden Supplies
Paint and Finishes
Stain Products
Catalyzing Agents
Wood Sealers
Interior and Exteriors Paints

2. **WARRANTY:** Each product purchased hereunder shall include a manufacturer’s written warranty, which must be based on commercial use, and extend for a minimum term of one (1) year from the date a Product is available for use by the purchaser, or such longer period as set forth in the written warranty.

3. **REPORTING REQUIREMENTS:** Contractor will be required to submit quarterly product sales report to the Purchasing Agent pursuant to the schedule below detailing the purchasing of all items under this Contractor. Contractor’s reporting shall state "no activity" for any month in which there is no activity during a quarterly reporting period.

- a. The reports shall be an excel spreadsheet transmitted electronically to the Purchasing Agent.
- b. Reports are due for each quarter as follows:

Reporting Period	Report Due
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

- c. Failure to meet these reporting requirements may result in suspension or termination of this Participating Addendum.
- d. Notwithstanding the fact that any payment obligation for sales by contractor to any political subdivision or college, pursuant to “Purchasing Entities,” below, shall be solely between the political subdivision or college and the contractor, the contractor must include, in reporting to State, the figures on quantities sold by contractor to, and amounts paid to contractor by, any such political subdivisions or independent colleges.

4. **DELIVERY:** Responsibility for product delivery remains with Contractor until the product is properly delivered and signed for. Contractor shall securely and properly pack all shipments in accordance with accepted commercial practices. Upon delivery, all packaging and containers shall become the property of the State, unless otherwise stated. Delivered goods that do not

conform to the specifications or are not in good condition upon receipt shall be replaced promptly by the Contractor.

5. **QUALITY:** All products will be new and unused. All products provided by the Contractor must meet all federal, state, and local standards for quality and safety requirements. Products not meeting the requirements of this section will be deemed unacceptable and returned to the Contractor for credit at no charge to the State.
6. **DEFAULT:** In case of default of the Contractor, the State may procure the materials or supplies from other sources and hold the Contractor responsible for any excess cost occasioned thereby, provided that if public necessity requires the use of materials or supplies not conforming to the specifications they may be accepted and payment therefore shall be made at a proper reduction in price.
7. **Primary Contacts.** The Parties will keep and maintain current at all times a primary point of contact for this contract. The primary contacts for this this Contract are as follows:
 - e. **For the Contractor:**

Name: Henry Miles
Phone: 802-549-5620
Email: milesh@rkmiles.com
 - f. **For the State:**

Name: State of Vermont, James Meyers, Senior State Purchasing Agent
Phone: 802-249-7275
Email: James.Meyers@vermont.gov
8. **Purchasing Entities:** This Participating Addendum may be used by (a) all departments, offices, institutions, and other agencies of the State of Vermont and counties (each a “State Purchaser”) according to the process for ordering and other restrictions applicable to State Purchasers set forth herein; and (b) political subdivisions of the State of Vermont and any institution of higher education chartered in Vermont and accredited or holding a certificate of approval from the State Board of Education as authorized under 29 V.S.A. § 902 (each an “Additional Purchaser”). Issues concerning interpretation and eligibility for participation are solely within the authority of the State of Vermont Chief Procurement Officer. The State of Vermont and its officers and employees shall have no responsibility or liability for Additional Purchasers. Each Additional Purchaser is to make its own determination whether this Participating Addendum and the Master Agreement are consistent with its procurement policies and regulations.

ATTACHMENT B – PAYMENT PROVISIONS

The maximum dollar amount payable under this contract is not intended as any form of a guaranteed amount. The Contractor will be paid for products actually delivered or performed, as specified in Attachment A, up to the maximum allowable amount specified on page 1 of this contract.

1. Prior to commencement of work and release of any payments, Contractor shall submit to the State:
 - a. a certificate of insurance consistent with the requirements set forth in Attachment C, Section 8 (Insurance), and with any additional requirements for insurance as may be set forth elsewhere in this contract; and
2. Payment terms are **Net 30** days from the date the State receives an error-free invoice with all necessary and complete supporting documentation.
3. All invoices are to be rendered by the Contractor on the vendor's standard billhead and forwarded directly to the institution or agency ordering materials and shall specify the address to which payments will be sent. Percentage discounts are offered on specific items.
4. **PRICING:** Contractor shall provide all products F.O.B. delivery to the ordering facility at no additional cost to the State. No request for extra delivery cost will be honored. All equipment shall be delivered assembled, serviced, and ready for immediate use, unless otherwise requested by the State. No charge for packing, shipping, or for any other purpose will be allowed over and above the price quoted.

NOTE: The discount is upfront with NO additional end of month discount.

All dimensional lumber in all species	
FSC Certified.	0 % Off:
Non-FSC Certified	5% Off:
All pressure treated lumber	
FSC Certified	0 % Off:
Non-FSC Certified	5% Off:
All laminated plywood construction products in all species including pressure treated.	
FSC Certified	0 % Off:
Non-FSC Certified	5% Off:
Engineered lumber, linear (LVL, I-Joist, etc.)	
FSC Certified	0% Off:
Non-FSC Certified	5% Off:
Engineered Lumber sheet goods (OSB, etc)	
FSC Certified	0 % Off:
Non-FSC Certified	5% Off:

Hardwood, solid, by the board foot	
Maple	
FSC Certified	0 % Off:
Non-FSC Certified	5% Off:
Birch	
FSC Certified	0 % Off:
Non-FSC Certified	5% Off:
Cherry	
FSC Certified	0 % Off:
Non-FSC Certified	5% Off:
Red Oak	
FSC Certified	0 % Off:
Non-FSC Certified	5% Off:
Sheet Goods and Laminates	
All grades and species of Veneer Plywood	
FSC Certified	0 % Off:
Non-FSC Certified	5% Off:
MDF	
FSC Certified	0 % Off:
Non-FSC Certified	5% Off:
Melamine Particle Board	
FSC Certified	0 % Off:
Non-FSC Certified	5% Off:
Particle Board	
FSC Certified	0 % Off:
Non-FSC Certified	5% Off:
Plywood, MDF core	
FSC Certified	0 % Off:
Non-FSC Certified	5% Off:
Plywood, veneer core	
FSC Certified	0 % Off:
Non-FSC Certified	5% Off:
Color Core Sheets	
FSC Certified	0 % Off:
Non-FSC Certified	5% Off:
Edge Banding Materials	
FSC Certified	0% Off:
Non-FSC Certified	5% Off:
Fasteners – To include all sizes of nails, screws, bolts, etc.	5% Off:
Adhesive bonding products	5% Off:

Masonry Products	
Bagged Masonry Products	5% Off:
Bagged concrete	5% Off:
Bagged grout	5% Off:
Bagged mortar	5% Off:
Bricks, blocks, Other Prefabricated Masonry Products	5% Off:
Bagged Mortar	5% Off:
Roofing Materials	5% Off:
Shingles	5% Off:
Roofing metals	5% Off:
Adhesive flashing	5% Off:
Metal flashing	5% Off:
Roofing related fasteners.	5% Off:
Roofing Underlayment's	5% Off:
Insulation Products	5% Off:
Fiberglass insulation	5% Off:
High R foam insulation	5% Off:
Interior wall and floor products	5% Off:
Laminate Flooring Products	5% Off:
Paints, Exterior/Interior	5% Off:
Wood Flooring Products	5% Off:
Sealing products	5% Off:
Windows and Doors	5% Off:
Windows	5% Off:
Interior/Exterior Doors	5% Off:
Door Hardware	5% Off:
Hardware	5% Off:
Plumbing Supplies	5% Off:
Electrical Supplies	5% Off:
Lawn and Garden Supplies	5% Off:
Paint and Finishes	5% Off:
Stain Products	5% Off:
Catalyzing Agents	5% Off:
Wood Sealers	5% Off:
Interior and Exteriors Paints	5% Off:

- Contractor shall submit detailed invoices itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate

the amount invoiced for payment by the State. All invoices must include the Contract # for this contract.

6. Following complete delivery of the items, each as specified in Attachment A, and the State's written confirmation to the Contractor of the State's acceptance of those items and that training, Contractor will, within 30 business days, invoice the State in accordance with the rates specified in Attachment B.
7. Unless otherwise indicated in a manufacturer's return policy, unopened Products can be returned with no restocking fee up to 30 days from the date of receipt.
8. The State Purchasing Card may be used by State Purchasers for the payment of invoices. Use of the Purchasing Card requires all required documentation applicable to the purchase. The Purchasing Card is a payment mechanism, not a procurement approach and, therefore, does not relieve State Purchasers from adhering to all procurement laws, regulations, policies, procedures, and best practices.

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED OCTOBER 1, 2024**

“Attachment C: Standard State Provisions for Contracts and Grants” (revision version dated October 1, 2024) constitutes part of this Agreement and is hereby incorporated by reference as if fully set forth herein and shall apply to the Contractor and to the purchase of all goods and/or services by the State under this Agreement. A copy of this document is available online at: <https://bgs.vermont.gov/purchasing-contracting/forms>.